

CITY OF LINCOLN
COMMITTEE OF THE WHOLE MEETING
AGENDA
FEBRUARY 14, 2023
CITY HALL COUNCIL CHAMBERS
7:00 PM

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Public Participation**
- 4. F.Y. 2022 Financial Audit**
- 5. Purchase of a 2012 Dodge Ram 5500 HD Bucket Truck**
- 6. Addendum to New Vehicle Purchase Request**
- 7. Mutual Aid Box Alarm System Master Agreement**
- 8. Ordinance Amending 9-15 of Lincoln City Code to Allow Recreational Off-Highway Vehicles on Certain Sections of Business 55.**
- 9. Announcements**
- 10. Executive Session 2(C) 11 Litigation**
- 11. Adjournment**
- 12. Upcoming Meetings:** City Council Meeting: Tuesday, February 21, 2023 at 7:00 PM
Committee of the Whole Meeting: Wednesday, March 1, 2023 at 7:00 PM

Estes, Bridgewater & Ogden

LORI K. MILOSEVICH, C.P.A., C.F.E.
 TERRI L. PHELPS, C.P.A.
 JAMES C. LEGG, C.P.A.
 DANIEL J. CODY, C.P.A.
 RICHARD W. OGDEN, C.P.A.

CERTIFIED PUBLIC ACCOUNTANTS

901 South Second Street, Suite 300
 Springfield, Illinois 62704
 217/528-8473
 Fax 217/528-8506



**CITY OF LINCOLN, ILLINOIS
 AUDIT SUMMARY FOR APRIL 30, 2022 AND 2021
 GOVERNMENTAL FUNDS**

	GENERAL FUND	
	2022 Actual	2021 Actual
REVENUES		
Taxes	\$ 9,803,358	\$ 8,269,810
Fees, Licenses, Fines and Charges for Services.....	595,000	605,578
Interest income	3,866	3,335
Refund, Reimbursement and Other.....	340,183	403,149
Total Revenues	10,742,407	9,281,872
EXPENDITURES		
General Government.....	2,616,638	2,443,009
Public safety	4,145,549	3,842,502
Public works/transportation.....	1,143,992	1,147,254
Capital projects.....	626,962	580,578
Debt service – Principal and interest.....	435,625	466,979
Capital Outlay	-	20,170
Total Expenditures.....	8,968,766	8,500,492
OTHER FINANCING SOURCES (USES)		
Grant revenue.....	76,070	-
Unrealized loss	(14,163)	-
Transfers in.....	131,130	639,687
Transfers out.....	(499,058)	(531,169)
Total Other Financing Sources (Uses).....	(306,021)	108,518
NET CHANGE IN FUND BALANCE	1,467,620	889,898
FUND BALANCE – Beginning	5,115,369	4,225,471
FUND BALANCE – Ending.....	\$ 6,582,989	\$ 5,115,369

**CITY OF LINCOLN, ILLINOIS
 AUDIT SUMMARY FOR APRIL 30, 2022 AND 2021
 GOVERNMENTAL FUNDS**

	<u>MOTOR FUEL TAX FUND</u>	
	2022 <u>Actual</u>	2021 <u>Actual</u>
REVENUES		
Motor Fuel Taxes	\$ 578,197	\$ 519,302
Rebuild Illinois	318,625	477,935
Interest income	<u>662</u>	<u>153</u>
Total Revenues	<u>897,484</u>	<u>997,390</u>
EXPENDITURES		
Public works	<u>505,467</u>	<u>559,541</u>
OTHER FINANCING SOURCES (USES)		
State of Illinois – Reimbursements/Grant	401,308	9,483
Transfer from General Fund	<u>1,324</u>	<u>-</u>
Total Other Financing Sources (Uses)	<u>402,632</u>	<u>9,483</u>
NET CHANGE IN FUND BALANCE	794,649	447,332
FUND BALANCE – Beginning	<u>975,652</u>	<u>528,320</u>
FUND BALANCE – Ending	<u>\$ 1,770,301</u>	<u>\$ 975,652</u>

	<u>ARPA FUND</u>	
	2022 <u>Actual</u>	2021 <u>Actual</u>
REVENUES		
Interest income	\$ 182	\$ -
EXPENDITURES		
Current:		
General Government	<u>50,000</u>	<u>-</u>
OTHER FINANCING SOURCES (USES)		
Operating transfers (out)	(131,130)	-
Grant proceeds – ARPA	<u>181,130</u>	<u>-</u>
Total Other Financing Sources (Uses)	<u>50,000</u>	<u>-</u>
NET CHANGE IN FUND BALANCE	182	-
FUND BALANCE – Beginning	<u>-</u>	<u>-</u>
FUND BALANCE – Ending	<u>\$ 182</u>	<u>\$ -</u>

**CITY OF LINCOLN, ILLINOIS
AUDIT SUMMARY FOR APRIL 30, 2022 AND 2021
GOVERNMENTAL FUNDS**

	<u>NONMAJOR FUNDS</u>	
	2022 <u>Actual</u>	2021 <u>Actual</u>
REVENUES		
Taxes.....	\$ 522,537	\$ 436,216
Fees, Licenses, Fines and Charges for Services	238,366	226,865
Miscellaneous	595	11,500
Interest income.....	<u>77</u>	<u>1,337</u>
Total Revenues.....	<u>761,575</u>	<u>675,918</u>
EXPENDITURES		
General Government.....	-	163,880
Economic Development	194,086	
Public Safety	1,000	55,545
Public Works	70,176	21,634
Debt service – Principal and interest	633,475	629,638
Capital outlay.....	<u>348,532</u>	<u>304,540</u>
Total Expenditures.....	<u>1,247,269</u>	<u>1,175,237</u>
OTHER FINANCING SOURCES (USES)		
Loan/bond proceeds.....	95,092	-
Transfers in (out).....	237,047	316,169
Grant Proceeds.....	-	81,515
Grant Repayment.....	<u>-</u>	<u>(33,939)</u>
Total Other Financing Sources (Uses)	<u>332,139</u>	<u>363,745</u>
NET CHANGE IN FUND BALANCE	(153,555)	(135,574)
FUND BALANCE – Beginning	<u>935,428</u>	<u>1,071,002</u>
FUND BALANCE – Ending	<u>\$ 781,873</u>	<u>\$ 935,428</u>

**CITY OF LINCOLN, ILLINOIS
STATEMENTS OF NET POSITION
GOVERNMENTAL ACTIVITIES
APRIL 30, 2022 AND 2021**

	<u>2022</u>	<u>2021</u>
ASSETS		
Current Assets.....	\$11,881,864	\$ 8,987,802
Capital Assets	23,202,334	23,930,746
Deferred Outflows of Resources – Related to pensions	<u>17,793,844</u>	<u>21,520,265</u>
TOTAL ASSETS	<u>52,877,942</u>	<u>54,438,813</u>
LIABILITIES		
Current Liabilities & Notes & Bonds payable.....	884,801	859,912
Notes and bonds payable – noncurrent portion	5,382,768	5,971,696
Net Pension Liability	46,822,956	58,099,057
OPEB obligation.....	8,463,952	9,391,882
Deferred Inflows of Resources – Related to pensions.....	7,353,953	7,143,755
Deferred Inflows of Resources – Property taxes and ARPA grant	<u>2,702,849</u>	<u>1,820,900</u>
TOTAL LIABILITIES	<u>71,611,279</u>	<u>83,287,202</u>
NET POSITION		
Net Investment in Capital Assets.....	16,978,435	17,125,064
Restricted	2,552,356	294,728
Unrestricted.....	<u>(38,264,028)</u>	<u>(46,268,181)</u>
TOTAL NET POSITION	<u>(\$18,733,237)</u>	<u>(\$28,848,389)</u>

**CITY OF LINCOLN, ILLINOIS
STATEMENT OF NET POSITION
PROPRIETARY FUND – SEWER FUND
APRIL 30, 2022 AND 2021**

	<u>2022</u>	<u>2021</u>
ASSETS		
Current Assets.....	\$ 7,723,238	\$ 4,573,621
Capital Assets.....	26,584,957	16,811,002
TOTAL ASSETS.....	<u>34,308,195</u>	<u>21,384,623</u>
LIABILITIES		
Current Liabilities.....	1,268,492	595,000
Noncurrent Liabilities.....	17,025,449	9,524,590
TOTAL LIABILITIES.....	<u>18,293,941</u>	<u>10,119,590</u>
NET POSITION		
Net Investment in Capital Assets.....	8,465,570	7,286,412
Restricted for Debt Service.....	272,505	272,505
Unrestricted.....	7,276,179	3,706,116
TOTAL NET POSITION.....	<u>\$16,014,254</u>	<u>\$11,265,033</u>

**CITY OF LINCOLN, ILLINOIS
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
PROPRIETARY FUND – SEWER FUND
APRIL 30, 2022 AND 2021**

	<u>2022</u>	<u>2021</u>
OPERATING REVENUES		
User charges.....	\$ 4,461,491	\$ 4,500,023
Other income.....	343,557	6,518
Total Operating Revenues.....	<u>4,805,048</u>	<u>4,506,541</u>
OPERATING EXPENSES		
Operating expenses.....	1,894,302	2,009,164
Depreciation.....	890,372	567,627
Total Operating Expenses.....	<u>2,784,674</u>	<u>2,576,791</u>
OPERATING INCOME.....	<u>2,020,374</u>	<u>1,929,750</u>
NONOPERATING REVENUE (EXPENSES)		
Grant income.....	2,889,109	6,383
Interest income.....	2,696	1,005
Interest (expense).....	(208,645)	(52,730)
Transfer in.....	45,687	-
Total Nonoperating Revenues (Expenses).....	<u>2,728,847</u>	<u>(45,342)</u>
CHANGE IN NET POSITION.....	4,749,221	1,884,408
NET POSITION – Beginning.....	<u>11,265,033</u>	<u>9,380,625</u>
NET POSITION – Ending.....	<u>\$16,014,254</u>	<u>\$11,265,033</u>

**CITY OF LINCOLN, ILLINOIS
STATEMENT OF FIDUCIARY NET POSITION
POLICE AND FIRE PENSION TRUST FUND
APRIL 30, 2022 and 2021**

	<u>2022</u>	<u>2021</u>
ASSETS		
Cash	\$ 114,153	\$ 104,150
Receivables – taxes	19,356	-
Investments/Accrued Interest	<u>16,528,012</u>	<u>18,044,726</u>
TOTAL ASSETS	<u>16,661,521</u>	<u>18,148,876</u>
LIABILITIES		
Current liabilities	-	-
NET POSITION HELD IN TRUST FOR PENSION BENEFITS.....	<u>\$16,661,521</u>	<u>\$18,148,876</u>

**CITY OF LINCOLN, ILLINOIS
STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
POLICE AND FIRE PENSION TRUST FUND
APRIL 30, 2022 AND 2021**

	<u>2022</u>	<u>2021</u>
ADDITIONS		
Contributions	\$ 1,799,415	\$ 1,609,764
Transfer from General Fund	215,000	215,000
Realized and unrealized gains.....	(1,593,579)	3,286,238
Investment income.....	<u>777,549</u>	<u>564,033</u>
Receivables - taxes		
Total Additions.....	<u>1,198,385</u>	<u>5,675,035</u>
DEDUCTIONS		
Benefits and refunds	2,549,468	2,546,990
Administration	<u>136,273</u>	<u>113,339</u>
Total Deductions	<u>2,685,741</u>	<u>2,660,329</u>
NET INCREASE (DECREASE).....	(1,487,356)	3,014,706
NET POSITION HELD IN TRUST FOR PENSION BENEFITS		
Beginning	<u>18,148,877</u>	<u>15,134,171</u>
Ending.....	<u>\$16,661,521</u>	<u>\$18,148,877</u>

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS:

Environmental Protection Agency - Passed through IEPA for Clean Water State Revolving Funds - \$1,829,377

U. S. Department of Treasury – Coronavirus State & Local Fiscal Recovery Funds - \$181,130

The threshold to meet the requirements for a federal single audit is \$750,000 and over in expenditures/

MEMORANDUM

TO: Mayor and Aldermen of the City of Lincoln

FROM: Walt Landers, Street Superintendent

MEETING

DATE: February 14, 2023

RE: Purchase of a used 2012 Dodge Ram 5500 HD Bucket Truck

Background

The Street Department current one ton bucket truck is a 1998 GMC Sierra C/K 3500. We have trouble with this unit wanting to start over the last few years and it does smoke heavily at first. I am afraid it isn't far from a catastrophic engine failure. The lift also has had issues and has barely past the last inspection and needs an extensive overhaul. This unit is not electrically insulating for protection against electric shock when working on or near electric power source.

Analysis/Discussion

We have budgeted for a newer bucket truck over the last few years but haven't been able to locate the right truck closer to home. After an extensive search I have found a used 2012 Dodge Ram 5500HD 2WD regular cab truck with a 6.7L Cummins diesel engine with an automatic transmission. It has a 45' working height Altec boom with a 400 lb. capacity bucket, 1000-pound material handler, outriggers, and a 11' Altec utility body. It also has a front winch and spotlights and is electrically insulating.

The list price for this unit was \$85,000.00 and was negotiated down to \$75,000.00 plus their fees. I have also completed a vehicle history report that had no red flags on it. This truck is in Rockton Illinois which is just north of Rockford in northern Illinois.

Fiscal Impact

Funds were budgeted for this purchase in two different lines for fiscal year 22/23. \$35,000.00 in the Bond Fund 43-3600-7861, and the remaining balance coming from Equipment Rentals Fund Street Department Vehicles 70-3600-7860.

COW Recommendation

Approve the purchase of the 2012 Dodge Ram 5500 HD Bucket Truck from All Trucks USA, Inc. for \$75,365.00 and place on the agenda for the regular City Council meeting February 21, 2023.

Council Recommendation:

Approve the purchase of the 2012 Dodge Ram 5500 HD Bucket Truck from All Trucks USA, Inc. for \$75,365.00

BUYERS ORDER AND INVOICE

SELLER: ALL TRUCKS USA, INC.
 12106 Old River Rd.
 Rockton, IL 61072
 Office: (815) 624-1405
 Sales: (815) 624-1400

Salesman: Roger DATE: 2-8-23
 USED STOCK No: 194113
 SERIAL: 3C7WDMBL4CG194113
 Year: 2012 MAKE: Dodge
 Color: White MODEL: 5500
 Body: Bucket Truck

Purchaser: City of Lincoln
 Address: 700 Broadway St.
 City & State: Lincoln, IL 62451
 Phone/Cell: _____ Work: _____
 Purchaser Contact: _____
 Contact Phone: 217-732-4655
 Contact Email: Wlanders@lincolnil.gov

DISCLAIMER OF WARRANTIES
 ALL TRUCKS USA, INC. DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. VEHICLE SOLD 'AS IS.'

Terms and Conditions

1. **All Trucks USA, Inc.** is an Illinois Corporation.
2. **Entire Agreement:** This Buyer Order and Invoice ("Agreement") contains the entire agreement between the parties and supersedes all other agreements and representations, written or oral. This Contract may only be changed by written agreement of the parties.
3. **Electronic Signatures:** Electronic Signatures shall be regarded as Originals on this Agreement.
4. **Choice of Law and Venue:** The laws of the State of Illinois govern this Agreement. The parties acknowledge this Agreement was entered into in Winnebago County, IL. The parties expressly consent to the exercise of personal jurisdiction in Illinois, and any suit shall be venued in Winnebago County, IL.
5. **Attorney's Fees and Costs.** Seller shall be entitled to recover all costs associated with enforcing the terms of this Agreement and collection including its reasonable attorney's fees.
6. **Force Majeure:** Seller shall not be liable under the provisions of this Agreement for damages on account of strikes, lockouts, accidents, fires, delays of carriers, supply line delays, delays caused by diesel or fuel shortages, acts of God, governmental actions, riots, or any other causes beyond Seller's control.
7. **Incidental and Consequential Damages:** Seller shall not be responsible or liable for any consequential or incidental damages whatsoever.
8. **Authority:** If Buyer is a legal entity, the person signing for Buyer warrants that signor has authority to act for Buyer.

Vehicle Price	75,000	00
Office Fees	200	00
Sales Tax	Exempt	
License & Title Fees <small>(Municipal)</small>	165	00
Delivery Fee		
DOWN PAYMENT		
BALANCE DUE ON VEHICLE	75,365	00

SELLER,
ALL TRUCKS USA, INC.
 BY: Nancy Dawson

BUYER,
 _____ (Print Name)
 BY: _____









LINCOLN POLICE DEPARTMENT

JOSEPH MEISTER
CHIEF OF POLICE



MATTHEW COMSTOCK
DEPUTY CHIEF

To: City of Lincoln Mayor, Tracy Welch & City of Lincoln Council Members
From: Chief of Police, Joseph Meister
Meeting Date: February 14th, 2023

Re: Addendum to New Vehicle Purchase Request

Background

In March of 2022, the members of the City Council approved a request to purchase new police vehicles for a price not to exceed \$358,000. The vehicles were ordered and have taken approximately 1 year to be manufactured and for the equipment to be installed in them. They have arrived and are ready for service now.

Analysis/Discussion

At the time the vehicles were ordered, I sought bids from several banks in Lincoln and Logan County. The winning interest rate at the time was 2.65%. The economic downturn over the last year has resulted in an increase in interest rates. The current average rate is approximately 7%, as of last week. In good faith, the lending institution has agreed to keep the rate as low as possible, but the best they can do at this time is 4.95%.

Due to poor trade in offers on the vehicles we are replacing, I sold and auctioned vehicles on our own. Our best offer for trading in the vehicles was \$62,000 when the projected trade in value was approximately \$92,000. By selling 6 of the vehicles ourselves, we collected \$46,200 to put down toward the principal for the new vehicles. We still have 5 more vehicles to sell, which we hope will happen soon.

Fiscal Impact

The purchase price for the new vehicles is currently \$366,060, coming in at \$8,060 more than what was originally approved. The sale of the 5 remaining vehicles should be more than enough to satisfy the \$8,060 that has yet to be approved for this purchase. Due to the change in rates, the total price, including interest for the life of the loan will be \$401,848.

COW Recommendation

Place on Council's Voting Agenda for Monday, February 14th, 2023.

Sincerely & Respectfully,

A handwritten signature in blue ink that reads "Joseph H. Meister Jr." in a cursive style.

Chief, Joseph Meister
Lincoln, Illinois Police Department



MUTUAL AID BOX ALARM SYSTEM MASTER AGREEMENT

**As Approved by the MABAS Executive Board:
October 19, 2022**

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This Agreement by and among the units of federal, state and local government, and other non-governmental emergency response organizations, subscribed hereto, hereafter referred to as "Units", or "Parties" is made and entered into the date set forth next to the signatures of those authorized to execute this Agreement on behalf of the respective Parties, each Party having approved this Agreement and adopted same pursuant to their state's constitutional and statutory authority and in a manner provided by law. In order to provide efficient and effective management of this Agreement, groups of the Parties may be established as "Chapters" on a state-by-state basis and Chapters may include Parties from adjoining states.

WHEREAS, the Mutual Aid Box Alarm System (MABAS) was formally organized beginning in 1968 in the northwest and western suburbs of Chicago, Illinois to coordinate and automate fire department mutual aid based roughly on the Chicago Fire Department's box alarm system, whereby predetermined resources of personnel and fire equipment were assigned to respond to a specific incident or area; and

WHEREAS, MABAS has grown into a multi-state organization through prearranged mutual aid and dispatch agreements that coordinate responses to emergencies and disasters including fires, emergency medical calls, hazardous material incidents, water related rescues, and technical rescues, and MABAS is designed to facilitate all levels of mutual aid from day-to-day automatic aid responses to major incidents and disasters requiring significant deployment of resources; and

WHEREAS, since the last revision of the master MABAS intergovernmental agreement circa 1988, MABAS has grown exponentially to its current composition of almost 1,200 Illinois Units and 2,200 total Units in Illinois and several nearby States with Units ranging from all-volunteer fire departments to major cities like Chicago, Milwaukee, and St. Louis; and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves, with the State, with other States and their units of local government, and with the United States to obtain and share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or ordinance; and to further contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and to further contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law; and

WHEREAS, the Illinois "Intergovernmental Cooperation Act", 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised, or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government including units of local government from another state; and

WHEREAS, Section 5 of the Illinois "Intergovernmental Cooperation Act", 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and

WHEREAS, the Indiana Code at Section 36-1-7 (IC 36-1-7) authorizes an Indiana political subdivision to enter into a mutual aid agreement with political subdivisions of states other than Indiana, provided the agreement contains the necessary terms and conditions set out in IC 36-7-3, is approved by the Indiana Attorney General as required under IC 36-1-7-4, is recorded with the county recorder and filed with the Indiana State Board of Accounts as required under IC 36-1-7-6; and

WHEREAS, for the purposes of Chapter 3 of Indiana Emergency Management and Disaster law, the term "political subdivision" means city, town, township, county, school corporation, library district, local housing authority, public transportation corporation, local building authority, local hospital or corporation, local airport authority or other separate local governmental entity that may sue and be sued. (See IC 10-14-3-6, IC 36-1-2-13, IC 36-1-2-10, IC 36-1-2-11, IC 36-1-2-18); and

WHEREAS, the Indiana Code at Section 10-14-6.5 (IC 10-14-6.5) authorizes the State of Indiana and local units of government to enter into agreements to provide interstate mutual aid for emergency responses that do not rise to the level requiring a state or local declaration of a state of emergency or disaster; and

WHEREAS, Chapter 28E of the State Code of Iowa provides that any powers, privileges or authority exercised or capable of exercise by a public agency of the State of Iowa may be exercised and enjoyed jointly with any public agency of any other state or of the United States to the extent that laws of such other state or of the United States permit such joint exercise or enjoyment (See 28E.3); and

WHEREAS, the State Code of Iowa, in Chapter 28E, authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which any of the public agencies entering into the contract is

authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract (See 28E.12); and

WHEREAS, for the purposes of Chapter 28E of the State Code of Iowa, the term “public agency” means any political subdivision of the State of Iowa; any agency of Iowa’s government or of the United States; and any political subdivision of another state (See 28E.2); and

WHEREAS, the Constitution of the State of Michigan, 1963, Article VII, Section 28, authorizes units of local government to contract as provided by law; and

WHEREAS, the Urban Cooperation Act of 1967, 1967 PA 7, MCL 124.501, *et seq.*, provides that any political subdivision of Michigan or of another state may enter into interlocal agreements for joint exercise of power, privilege, or authority that agencies share in common and might each exercise separately; and

WHEREAS, Minnesota Statute 471.59 authorizes two or more governmental units, by agreement entered into through action of their governing bodies, to jointly or cooperatively exercise any power common to the contracting parties or any similar powers, including those which are the same except for the territorial limits within which they may be exercised; and

WHEREAS, the term “governmental unit” in Minnesota Statute 471.59 includes every city, county, town, school district, and other political subdivision of this or another state; another state; the University of Minnesota; licensed nonprofit hospitals; and any agency of the state of Minnesota or the United States. The term also includes any instrumentality of a governmental unit if that unit has independent policy-making and appropriating authority; and

WHEREAS, Article VI, Section 16 of the Constitution of Missouri and Sections 70.210, 70.320, and 70.220.1, of the Revised Statutes of Missouri, provide that any municipality or political subdivision of the state of Missouri may contract and cooperate with other municipalities or political subdivisions thereof, or with other states or their municipalities or political subdivisions, or with the United States, to provide a common service as provided by law so long as the subject and purpose of such are within the scope of the powers of such municipality or political subdivision; and

WHEREAS, for the purposes of Sections 70.210, 70.320, and 70.220.1 of the Revised Statutes of Missouri, “municipality” means municipal corporations, political corporations, and other public corporations and agencies authorized to exercise governmental functions; and “political subdivision” means counties, townships, cities, towns, villages, school, county library, city library, city-county library, road, drainage, sewer, levee and fire districts, soil and water conservation districts, watershed subdistricts, county hospitals, and any board of control of an art museum, and any other public subdivision or public corporation having the power to tax; and

WHEREAS, Title LV, Section 5502.291 of the Ohio Revised Code authorizes the governor to enter into mutual aid arrangements for reciprocal emergency management aid and assistance with other states and to coordinate mutual aid plans between political subdivisions, between the State of Ohio and other states, or between the State of Ohio and the United States; and

WHEREAS, Sections 66.0301 and 66.0303, Wisconsin Statutes, authorize municipalities to contract with municipalities of another state for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by statute to the extent that laws of the other state or of the United States permit the joint exercise; and, jointly exercise powers delegated to them and, thereby, to make certain agreements concerning boundary lines between themselves; and

WHEREAS, for the purposes of Subchapter III of Chapter 66 of the Wisconsin Statutes, the term "municipality" includes political subdivisions, which refers to any city, village, town, or county in this state or any city, village, town, county, district, authority, agency, commission, or other similar governmental entity in another state; (See Wis. Stat. 66.0303(1), 66.0304(1)(f)); and

WHEREAS, similar provisions providing for intergovernmental cooperation exist in the other states in which any Party to this Agreement resides, and which provide legal authority for each respective Party to enter into the Agreement; and

WHEREAS, the Parties have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in fire protection, suppression, provision of rescue and emergency medical assistance, hazardous materials control, technical rescue, training and any other emergency support for the protection of life and property in the event of an Emergency, Disaster, or other Serious Threat to Public Health and Safety, and to engage in Training and other preparedness activities in furtherance of the foregoing mutual aid activities; and

NOW, THEREFORE, in consideration of the mutual covenants and understandings set forth in this Agreement, and pursuant to the authority bestowed upon the Parties set forth above, it is agreed by, among and between the Parties as follows:

SECTION ONE - PURPOSE

It is recognized and acknowledged that leveraging collective resources from other Units to provide effective, efficient response to Emergencies, Disasters, or Serious Threats to Public Safety is desired. Further, it is acknowledged that the closest, available Unit(s) that can render aid may be outside of a requesting Unit's or Chapter's jurisdiction. Accordingly, it is the express intent of the

Parties that this agreement be in a standardized form which can be adopted by Units in different States, notwithstanding this Agreement may not specifically cite the applicable current legal authority for a particular State and its member Units to join MABAS, the lack of such citation herein shall not be construed in any manner as an impediment to or prohibition of Units within other States from joining MABAS, it being the express intent of the Parties that each Unit desiring to join MABAS may become additional Parties hereto by adopting this Intergovernmental Agreement without modification; In this fashion by way of this Agreement, the Parties will have created a mutual aid agreement that incorporates emergency response disciplines from federal, state and local governmental units, as well as non-governmental organizations and corporations that provide emergency response functions and services that support the mission of MABAS and its member Units;

SECTION TWO – RULES OF CONSTRUCTION AND DEFINITIONS

1. The language in this Agreement shall be interpreted in accordance with the following rules of construction: (a) The word "may" is permissive and the word "shall" is mandatory; and (b) except where the context reveals the contrary: The singular includes the plural and the plural includes the singular, and the masculine gender includes the feminine and neuter.
2. When the following words in bold font with the first letter in the upper case are used in this Agreement, such words shall have the meanings ascribed to them in this Subsection:
 - A. "**Agreement**" means this Master Mutual Aid Box Alarm System Agreement.
 - B. "**Aiding Unit**" means any Unit furnishing equipment, Emergency Responders, or Emergency Services to a Requesting Unit under this Agreement.
 - C. "**Automatic Mutual Aid**" or "**Auto-Aid**" means the provision of mutual aid through a prearranged plan between Units whereby assistance is provided at the time of dispatch without a specific request from an Incident Commander.
 - D. "**Box Alarm**" means a prearranged plan for an Emergency or Disaster that uses a defined process for implementation, dispatch and response.
 - E. "**Chapter**" means a group of Divisions, established on a state-by-state basis, and whose members may include Units from other States.
 - F. "**Chapter Governing Board**" means the governing body of a Chapter which is composed of a representative of each member Division or Region within a Chapter as provided by the Chapter's Bylaws.

- G. **“Chapter President”** means a person elected as the President of each state Chapter;
- H. **“Chief Officer”** means the Fire Chief or agency head of a Unit, or a designee of the Unit's Fire Chief or agency head.
- I. **“Council of Chapter Presidents”** means the council or board whose members shall be the elected President of each State's Chapter, as set forth in this Agreement.
- J. **“Disaster”** means an occurrence or threat of widespread or severe damage, injury, or loss of life or property resulting from a natural or human-made cause, including fire, severe weather event, environmental contamination, utility failure, radiological incident, structural collapse, explosion, transportation accident, hazardous materials incident, epidemic, pandemic, or similar calamity.
- K. **“Division”** means geographically associated Units which have been grouped for operational efficiency and representation within a State and may include Units from adjoining States.
- L. **“Emergency”** means any occurrence or condition which results in a situation where assistance is requested to supplement local efforts and capabilities to save lives, protect property and protect the public health and safety, or to lessen or avert the threat of a catastrophe or Disaster or other Serious Threat to Public Health and Safety.
- M. **“Emergency Responder”** includes any person who is an employee or agent of an Unit. An Emergency Responder includes, without limitation, the following: firefighters (including full time, part time, volunteer, paid-on -call, paid on premises, and contracted personnel, as well as hazardous materials, specialized rescue, extrication, water rescue, and other specialized personnel), emergency medical services personnel, support personnel and authorized members of non-governmental response Units.
- N. **“Emergency Services”** means provision of personnel and equipment for fire protection, suppression, provision of rescue and emergency medical services, hazardous materials response, technical rescue and recovery, and any other emergency support for the protection of life and property in the event of an Emergency, Disaster, or other Serious Threat to Public Health and Safety, and includes joint Training for the provision of any such services by the Units.
- O. **“Incident Commander”** is the individual responsible for all incident activities, including the development of strategies and tactics and the ordering and the release of resources in the provision of Emergency Services, has overall authority and

responsibility for conducting incident operations, and is responsible for the on-scene management of all incident operations.

- P. **"Incident Command System"** means a standardized management system such as the National Incident Management System (NIMS), designed to enable effective and efficient incident management by integrating a combination of facilities, equipment, personnel, procedures, and communications operating within a common organizational structure.
- Q. **"MABAS"** means the Mutual Aid Box Alarm System described in the Agreement, and is an intergovernmental agency formed pursuant to the authority of the Illinois Intergovernmental Cooperation Act and similar intergovernmental cooperation authority of other states in which Units reside.
- R. **"Mutual Aid"** is assistance from an Aiding Unit to a Requesting Unit as the result of an Emergency or other event and may precede the request for a Box Alarm and includes Automatic Mutual Aid.
- S. **"Requesting Unit"** means any Unit requesting assistance of another Unit under this Agreement.
- T. **"Serious Threats to Public Health and Safety"** means threats, incidents or planned events of sufficient magnitude that the adequate public safety response requires mutual aid or other assistance.
- U. **"Training"** means the instruction and/or assessment of Emergency Services during non-emergency drills and instruction whether in the field or classroom.
- V. **"Unit"** (also "Member Unit") means components of federal, state or local government, or other non-governmental emergency response organizations who have become Parties to this Agreement.

SECTION THREE – AUTHORITY AND ACTION TO EFFECT MUTUAL AID

The Parties hereby authorize and direct their respective Chief Officer, or designee, to take reasonably necessary and proper action to render and request Mutual Aid to and from the other Parties to the Agreement, and to participate in Training activities, all in furtherance of effective and efficient provision of Mutual Aid pursuant to this Agreement.

In accordance with a Party's policies and within the authority provided to its Chief Officer, upon an Aiding Unit's receipt of a request from a Requesting Unit for Emergency Services, the Chief

Officer, or the Chief Officer's designee such as the ranking officer on duty, may commit the requested Mutual Aid in the form of equipment, Emergency Responders, and Emergency Services to the assistance of the Requesting Unit. All aid rendered shall be to the extent of available personnel and equipment taking into consideration the resources required for adequate protection of the territorial limits of the Aiding Unit. The decision of the Chief Officer, or designee, of the Aiding Unit as to the personnel and equipment available to render aid, if any, shall be final.

SECTION FOUR – JURISDICTION OVER PERSONNEL AND EQUIPMENT

Emergency Responders dispatched to aid a Requesting Unit pursuant to this Agreement shall, at all times, remain employees or agents of the Aiding Unit, and are entitled to receive any benefits and compensation to which they may otherwise be entitled under the laws, regulations, or ordinances of the United States of America, their respective States, and their respective political subdivisions. This includes, but is not limited to, benefits for pension, relief, disability, death, and workers' compensation. If an Emergency Responder is injured or killed while rendering assistance under this Agreement, benefits shall be afforded in the same manner and on the same terms as if the injury or death were sustained while the Emergency Responder was rendering assistance for or within the Aiding Unit's own jurisdiction.

Emergency Responders of the Aiding Unit will come under the operational control of the Requesting Unit's Incident Commander, or other appropriate authority, until released. The Aiding Unit shall, at all times, have the right to withdraw any and all aid upon the order of its Chief Officer, or designee. The Aiding Unit shall notify the Incident Commander of the extent of any withdrawal, and coordinate the withdrawal to minimize jeopardizing the safety of the operation or other Emergency Responders.

If for any reason an Aiding Unit determines that it cannot respond to a Requesting Unit, the Aiding Unit shall promptly notify the Requesting Unit of the Aiding Unit's inability to respond; however, failure to promptly notify the Requesting Party of such inability to respond shall not be deemed to be noncompliance with the terms of this Section and no liability may be assigned. No liability of any kind shall be attributed to or assumed by a Party, for failure or refusal to render aid, or for withdrawal of aid.

SECTION FIVE – COMPENSATION FOR AID

Nothing herein shall operate to bar any recovery of funds from any third party, state or federal agency under any existing statutes, or other authority. Each Aiding Unit is responsible for the compensation of its Emergency Responders providing Mutual Aid and for any additional costs incurred to ensure its jurisdiction has adequate resources during the rendering of Mutual Aid.

Day-to-day Mutual Aid should remain free of charge and the administrative requirements of reimbursement make it infeasible to charge for day-to-day Mutual Aid. However, the following exceptions may be applied:

1. **Third Party Reimbursement - Expenses for Emergency Services** recoverable from third parties shall be proportionally distributed to all participating Units by the Unit recovering such payment from a third party. The Unit responsible for seeking payment from a third party shall provide timely notice to Aiding Units of a date by which submission of a request for reimbursement must be received. Reimbursement shall be based on the accurate and timely submission of allowable costs and documentation attributable to the incident by each Aiding Unit. These costs include manpower, use of equipment and materials provided, and damage or loss of equipment. The Unit recovering payment from a third party shall notify Aiding Units that such payment has been made and will reimburse the other Units. If the third-party payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted. **Intrastate Emergency Management Agency Tasking - Expenses** recoverable related to a response to an emergency or disaster at the request of a state's emergency management agency or authority. Reimbursement shall be based on the accurate and timely submission of allowable costs and documentation attributable to the response by each Aiding Unit. These costs include manpower, use of equipment and materials provided, and damage or loss of equipment. The Unit recovering payment from a state shall notify Aiding Units that such payment has been made and will reimburse the other Units. If the payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted.
2. **Interstate Emergency Management Assistance Compact ("EMAC") Response – Expenses** recoverable related to a response to an emergency or disaster at the request of a state's emergency management agency or authority to another state. Reimbursement shall be

based on the accurate and timely submission of allowable costs and documentation attributable to the response by each Aiding Unit. These costs include manpower, use of equipment and materials provided, and damage or loss of equipment. If these payments are not made directly to the participating Units, the Unit recovering payment from a state shall notify Aiding Units that such payment has been made and will reimburse the other Units. If the payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted.

3. **Emergency Medical Services Billing** – Member Units providing Mutual Aid under this Agreement may bill patients for emergency medical services in accordance with applicable federal, state, and local ambulance billing regulations.

SECTION SIX - INSURANCE

Each Party shall procure and maintain, at its sole and exclusive expense, insurance coverage, including comprehensive liability, personal injury, property damage, workers' compensation, auto, and, if applicable, watercraft, aircraft, drones or, emergency medical service professional liability, with minimum policy limits of:

Auto liability: \$1,000,000 combined single limit

General Liability: \$1,000,000 per occurrence

Emergency Medical Service Professional Liability: \$1,000,000 per occurrence

Workers' Compensation: Statutory limits

The obligations of this Section may be satisfied by a Party's membership in a self-insurance pool, a self-insurance plan, or arrangement with an insurance provider approved by the state of jurisdiction. To the extent permitted by governing law of the state in which a Party resides, each Party agrees to waive subrogation rights it may acquire, and to require any insurer to waive subrogation rights they may acquire, by virtue of the payment of claims, suits, or other loss arising out of this Agreement, and shall, as to any insurer, obtain any endorsement necessary to effectuate such waiver of subrogation.

SECTION SEVEN - LIABILITY

Each Party will be solely responsible for the acts of its own governing body, officers, employees, agents, and subcontractors, expressly including, but not limited to, all of its Emergency Responders, the costs associated with those acts, and the defense of those acts. No Party shall be responsible to another Party for any liability or costs arising from the act of an employee or agent of another Party. Each Party hereto shall hold other Parties hereto harmless for any liability or costs arising from the act of an employee or agent of another Party. The Provisions of this Section shall survive the termination of this Agreement by any Party.

Any Party responding under this Agreement to another state shall be considered agents of the Requesting Unit in the other state for tort liability and immunity purposes related to third-party claims to the extent permissible under the laws of both states. Nothing in this Section shall be deemed a waiver by any Party of its right to dispute any claim or assert statutory and common law immunities as to third parties.

SECTION EIGHT - CHAPTERS

For operational efficiency and representation of Units and Divisions, Chapters are hereby created on a state-by-state basis. Chapters shall elect a President to the Council of Chapter Presidents. When a Division forms within a state that does not have a Chapter, that Division will be affiliated with another state Chapter. When three Divisions within a state become organized, a Chapter for that state shall automatically be created, and Divisions within that state shall be transitioned to the new Chapter, unless prohibited by state statute(s).

Chapters shall have their own governing Board selected by the Units, Divisions, or Regions, and shall determine the number and role of Chapter officers. Chapters shall develop bylaws that provide for their governance and operations within the framework of this Agreement and the direction of the Council of Chapter Presidents. Chapters shall maintain authority to establish Divisions or Regions, to the assignment of Units to Divisions or Regions, and to establish emergency response procedures, protocols, resources, and training requirements. Chapters and their Divisions may fix and assess dues, secure appropriate insurance, own and maintain facilities, vehicles, apparatus and equipment, employ and provide benefits for personnel, operate specialized response teams, participate in EMAC activities, enter into agreements with other

governmental and non-governmental entities, and administer the affairs of their Chapter, to facilitate the purposes of MABAS.

SECTION NINE – COUNCIL OF CHAPTER PRESIDENTS

A Council of Chapter Presidents is hereby created that consists of the elected President of each state Chapter. The Council of Chapter Presidents shall facilitate coordination among state Chapters, adopt bylaws for the operation of the Council of Presidents, ensure compliance with this Agreement, recommend common operating procedures and practices, recommend changes to this Agreement, and promote unity to facilitate the purposes of MABAS. MABAS and the Council of Chapter Presidents shall be hosted by the founding Chapter of MABAS, Illinois, and shall be based therein. As the Council is hosted in Illinois, all issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois.

SECTION TEN - DIVISIONS

For operational efficiency and representation of Member Units, Divisions are hereby authorized on a Chapter-by-Chapter basis in accordance with procedures established by their Chapter. When a Division forms within a state that does not have a Chapter, that Division will be affiliated with another state Chapter in accordance with procedures established by that other state's Chapter.

Divisions shall have their own governing Board, shall determine the number and role of Division officers, and shall develop bylaws that govern their operations within the framework of this Agreement and direction of the Chapter and Council of Chapter Presidents. Divisions shall maintain authority to establish emergency response procedures, protocols, resources, and training requirements within the framework of this Agreement and the direction of the Chapter and Council of Chapter Presidents. Divisions may fix and assess dues, secure appropriate insurance, own and maintain facilities, vehicles, apparatus and equipment, employ and provide benefits for personnel, operate specialized response teams, enter into agreements with other governmental and non-governmental entities, and administer the affairs of their Division, to facilitate the purposes of MABAS.

SECTION ELEVEN - TERM

This Agreement shall be in effect for a term of one year from the date of signature hereof and shall automatically renew for successive one-year terms unless terminated in accordance with this Section. Any Party may terminate their participation within this Agreement, at any time, for any reason, or for no reason at all, upon ninety (90) days written notice to the applicable state Chapter. A Unit that terminates this Agreement must return any asset that is owned by, or provided from, a Chapter or its Divisions prior to the termination of the Agreement, unless agreed to otherwise in writing by the Chapter or Division. Costs associated with the recovery or replacement of said asset if it is not voluntarily returned after written notice has been given shall be borne by the departing Unit, including reasonable legal fees.

SECTION TWELVE - MISCELLANEOUS

- A. **Entire Agreement.** This Agreement sets forth the entire agreement between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning and not construed strictly for or against any Party. By signing this agreement, each of the Parties affirm that they have taken all actions and secured all local approvals necessary to authorize and sign this Agreement.
- B. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of any successor entity which may assume the obligations of any Party hereto.
- C. **Severability of Provisions.** If a Court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, then that provision shall be deemed severed from this Agreement. The remainder of this Agreement shall remain in full force.
- D. **Captions.** The captions, headings, and titles in this Agreement are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Agreement.
- E. **Terminology.** All terms and words used in this Agreement, regardless of the numbers or gender in which they are used, are deemed to include any other number and any other gender as the context may require.

- F. Recitals. The Recitals shall be considered an integral part of this Agreement.
- G. No Third-Party Beneficiaries. Except as expressly provided herein, this Agreement does not create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right of indemnification (i.e., contractual, legal, equitable, or by implication), right of subrogation as to any Party's rights in this Agreement, or any other right of any kind in favor of any individual or legal entity.
- H. Counterpart Signatures. This Agreement may be signed in multiple counterparts. The counterparts taken together shall constitute one (1) agreement.
- I. Permits and Licenses. Each Party shall be responsible for obtaining and maintaining, throughout the term of this Agreement, licenses, permits, certificates, and governmental authorizations for its employees and/or agents necessary to perform their obligations under this Agreement.
- J. No Implied Waiver. Absent a written waiver, no fact, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.
- K. Notices. Notices given under this Agreement shall be in writing and shall be delivered by one or more of the following processes: personally delivered, sent by express delivery service, certified mail, or first-class U.S. mail postage prepaid to the head of the governing body of the participating agency.

SECTION THIRTEEN - AMENDMENT

An amendment may be proposed by any Party, Division or Chapter, and be presented to the Council of Chapter Presidents for review, comment, and modification. The Council of Chapter Presidents shall, after consideration, recommend final amendatory language to all Parties for adoption and execution. The Agreement may be amended only upon written agreement and approval of the governing bodies of two-thirds (2/3) of the Parties. All Amendments to this Agreement shall comply with the applicable laws of the respective states.

SECTION FOURTEEN – REVOCATION OF PRIOR AGREEMENTS

This Agreement shall replace all prior Mutual Aid Box Alarm System agreements effective at 12:01 a.m. Central Standard Time on January 1, 2024, and in accordance with the laws of their respective states. Any member Unit that has not become a Party to this Agreement by 12:01 a.m. Central Standard Time on January 1, 2024, shall no longer be affiliated with MABAS in any capacity, shall not continue to benefit from its prior association with MABAS, and shall not rely on the MABAS system for emergency responses, until subsequently rejoining MABAS by the adoption of an approving ordinance or resolution and entering into this Agreement, as may be amended from time to time. The effective date for any new Member Unit joining after January 1, 2024, shall be the date set forth next to the signature of that new Member Unit.

Any MABAS owned assets in the possession of a Unit that fails to execute this Agreement shall return said assets to MABAS no later than January 31, 2024. Costs associated with the recovery or replacement of said asset shall be borne by the Unit failing to execute this Agreement, including reasonable legal fees.

SECTION FIFTEEN - APPROVAL

This Agreement may be executed in multiple originals. The undersigned attests that they have the authority to execute this Agreement which has been approved by appropriate ordinance, resolution or authority and is hereby adopted by the _____, (Unit) this ___ day of _____, 202___. A certified copy of approving ordinance, resolution or authority, along with the executed Agreement shall be forwarded to the applicable state Chapter, and a master list of Parties shall be kept by the Council of Chapter Presidents.

By: _____

Title: _____

Attest: _____

Title: _____

ORDINANCE NO. _____

**AN ORDINANCE AMENDING 9-15 OF LINCOLN CITY CODE
TO ALLOW RECREATIONAL OFF-HIGHWAY VEHICLES ON CERTAIN
SECTIONS OF BUSINESS 55**

THIS ORDINANCE is made and adopted by the CITY COUNCIL OF THE CITY OF LINCOLN, LOGAN COUNTY, ILLINOIS, at a regular meeting held in the City Council Chambers in said City on the ____ day of _____, 2023, WITNESSETH:

WHEREAS, the CITY OF LINCOLN is a municipal corporation located in Logan County, Illinois; and

WHEREAS, the CITY OF LINCOLN previously passed Ordinance 2021-956 creating Title IX Chapter 15 of the Lincoln City Code to allow the usage of non-highway vehicles on city streets; and

WHEREAS, the ordinance passed only allowed usage on municipal roads, however many people who could utilize the provisions of this chapter live on sections necessary to access Business Loop 55; and

WHEREAS, Business Loop 55 is a state route and encompasses sections of Fifth Street, Logan Street, Keokuk Street, and Kickapoo Street; and

WHEREAS, the City Council does not desire to allow whole section of Business 55, but only small sections so those that do live in the areas can access those roads;

WHEREAS, the City Council does not believe utilizing those roads constitutes a safety hazard, as the posted speed limits of those section of roads is 30 mph;

WHEREAS, the City would like to make some additional changes, most notably changing the age limit from 18 to 16, and changing the speed limit of the roads to be used by golf carts and UTVs to be 35 mph, up from 30 mph;

NOW, THEREFORE, IT IS HEREBY ORDAINED by the CITY COUNCIL OF THE CITY OF LINCOLN, as follows:

1. The City of Lincoln will amend Title IX Chapter 15 Lincoln City Code to permit the usage of golf carts and UTVs by those of 16 years of age. (See below Exhibit A).

2. The City of Lincoln will amend Title IX Chapter 15 of the Lincoln City Code to permit the usage of the golf carts/UTVs on city roads that have a posted speed limit of 35 mph or less. (See below Exhibit A).

3. The City of Lincoln will amend Title IX Chapter 15 of the Lincoln City Code to permit the usage of the golf carts/UTVs on certain sections of Business 55 and amend Union Street to be only applicable to a certain section of it. (See below Exhibit A).

4. Effective Date. That this Ordinance is effective immediately upon passage of the same.

The vote on the adoption of this Ordinance was as follows:

Alderman Parrott	_____	Alderman Rohlfs	_____
Alderwoman Horn	_____	Alderman Jones	_____
Alderman Hoefle	_____	Alderman Downs	_____
Alderman Zurkammer	_____	Alderman Bateman	_____

Ayes: _____

Nays: _____

Abstain: _____

Absent: _____

Passed and approved this ____ day of _____, 2023.

CITY OF LINCOLN,

BY: _____

Tracy Welch, Mayor
City of Lincoln, Logan County, Illinois

ATTEST: _____ (SEAL)

City Clerk, City of Lincoln,
Logan County, Illinois

EXHIBIT A

CHAPTER 9-15: NON-HIGHWAY VEHICLES

9-15-1: Definitions.

(A) As used in 625 ILCS 5/11-1426.1, Section 11-1426.1. "Operation of non-highway vehicles on streets, roads, and highways", "non-highway vehicle" means a motor vehicle not specifically designed to be used on a public highway, including (2) a golf cart, as defined by Section 1-123.9 and (4) Recreational Off-Highway Vehicles (UTV) as defined by Section 1-168.8. Golf Carts and UTVs are to be the only non-highway vehicle to be permitted within the City of Lincoln and for the purposes of this chapter when there is a reference to a non-highway vehicle said reference is to strictly only apply to golf carts and UTVs.

9-15-2: Operation and Regulation of Non-Highway Vehicles.

Non-Highway Vehicles may be operated within the City of Lincoln, but only in strict compliance with the following rules and regulations:

(A) Any person who operates a non-highway vehicle in the City takes full responsibility for all liability associated with operating the non-highway vehicle.

(B) Any person who operates a non-highway vehicle must be at least ~~18~~ 16 years of age and possess a valid driver's license.

(C) Any person who operates a non-highway vehicle must possess proof of liability insurance for personal injury and property damage with limits of liability not less than the minimum required by the State of Illinois for passenger vehicles pursuant to 625 ILCS 5/7-203. Evidence of insurance, in the form of an insurance card as prescribed in 625 ILCS 5/7-602, must be surrendered to any officer of the Lincoln Police Department or any other Law Enforcement Agency for inspection upon request.

(D) A non-highway vehicle shall have its headlights and tail lights lighted at all times when operated on City streets as required by 625 ILCS 5/12-201.

(E) Non-highway vehicles may not be operated in unsafe weather conditions or when visibility is impaired by weather, smoke, fog or other conditions or at any time when there is insufficient light to see persons and vehicles on the streets at a distance of 500 feet. City Police Officers shall have full discretion in determining whether unsafe conditions from weather, smoke, fog, or insufficient lighting exists.

(F) Non-highway vehicles may not be operated at a speed of greater than 20 miles per hour. Non-highway vehicles may not be operated on City Streets which have a posted speed limit of more than ~~30~~ 35 miles per hour. This section does not prohibit non-highway vehicles from crossing a street at the intersection where the street has a posted speed limit

of more than 30 35 miles per hour. No person operating a non-highway vehicle shall make a direct crossing upon or across a tollroad, interstate highway, or controlled access highway in this State. No person shall make a direct crossing upon or across any other highway under the jurisdiction of the State, except at an intersection of the highway with another public street, road or highway. The following roads are not permitted to be driven upon by golf carts or UTVs:

- Keokuk Street, from the intersection of Woodlawn Road to Commercial Drive and from Campusview Drive to Thompson Drive
- Woodlawn Road
- Fifth Street, from the east side of Postville Drive to the intersection of Clinton Street
- Logan Street, from the intersection of Clinton Street to the intersection of Keokuk Street
- Limit Street
- Kickapoo Street (~~Business 55 until the intersection of Keokuk and Kickapoo~~), from the intersection of Keokuk Street to Yosemite Avenue and from the intersection of Southgate Street to Lincoln Parkway
- Union Street, from the intersection of Woodlawn Road to the intersection of 5th Street

(G) non-highway vehicles must be equipped with the following equipment, which shall professionally manufactured and installed, and must conform with Illinois Department of Transportation specifications:

1. seat belts
2. a horn,
3. brakes,
4. a steering apparatus,
5. tires,
6. a rearview mirror,
7. front and rear red reflectorized warning devices,
8. a slow-moving vehicle emblem on the rear in conformity with 625 ILCS 5/12-709,
9. a head light that emits a white light visible from at least 500 feet to the front in daylight,
10. a tail lamp that emits a red light visible from at least 100 feet from the rear in daylight, brake lights and turn signals,
11. a windshield,
12. an adequate muffler or exhaust system in constant operation and properly maintained to prevent excessive or unusual noise for gas powered golf carts.

(H) Any person who operates or is in physical control of a non-highway vehicle within the City must adhere to all applicable laws of the Illinois Vehicle Code, 625 ILCS 5/1 et seq. and additionally adhere to the specific provisions allowing operation of golf carts and UTVs as allowed under 625 ILCS 5/11-1426.1.

(I) Non-highway vehicle drivers must yield the right-of-way to overtaking vehicles at all times.

(J) The maximum occupancy of non-highway vehicles traveling on City streets will be one person per bucket seat and not more than 2 persons per bench seat. No person under the age of 8 years shall be a passenger in a non-highway vehicle.

(K) All persons operating and riding in non-highway vehicles must be properly seated and seat-belted while the vehicle is in motion.

(L) Except as otherwise permitted under the terms of this chapter, non-highway vehicles may only be operated between sunrise and sunset.

(M) The applicant and all listed operators must complete the Signed Waiver of Liability releasing the city and agreeing to defend, indemnify, and hold the city harmless from any and all future claims resulting from the operation of their authorized nonhighway vehicle on any city street

(N) When the permit holder receives their yearly sticker from the clerk's office said sticker will be affixed on the bottom half of the slow-moving vehicle sign.

9-15-3: Parking of Non-highway Vehicles.

(A) Non-highway vehicles may not be parked in a manner that would impede normal and reasonable pedestrian access on a sidewalk or in any manner that would reduce the minimum clear width of a sidewalk to less than 48 inches.

(B) Non-highway vehicles may not be parked in a manner that violates the Americans with Disabilities Act.

(C) Non-highway vehicles may not be parked in a manner that would impede vehicular traffic on a street or alley.

(D) Non-highway vehicles may not be parked in a manner that would impose a threat to public safety or security.

(E) Non-highway vehicles may not be parked within five feet of a crosswalk or curb ramp, unless given specific permission by the city.

(F) Non-highway vehicles that are parked in an incorrect manner must be re-parked within two (2) hours of receiving notice from the city on weekdays between 6:00 a.m. and 6:00 p.m. (excluding holidays) and within twelve (12) hours of receiving notice from the city at all other times.

(G) Non-highways vehicles that are parked in a residential area may remain in the same location for up to forty-eight (48) hours as long as it is parked in accordance with this section.

9-15-4: Permit Rules.

(A) No person shall operate a non-highway vehicle without obtaining a permit from the Lincoln City Clerk's Office.

(B) Permits shall be granted for a period of one year and will be valid May 1 through April 30.

(C) The annual cost of a permit is \$100.00 per non-highway vehicle, to cover the costs of implementing and maintaining this ordinance and shall be paid to the City of Lincoln by the applicant. Proof of Insurance will be provided to the Clerk's Office and said insurance coverage shall be verified as in effect by the Clerk's Office when issuing and renewing a permit.

(D) Non-highway vehicle owners must complete a permit application, which may be obtained from the City of Lincoln Clerk's Office. The completed forms will be maintained by the City of Lincoln Clerk's Office.

9-15-5: Inspection and Non-Highway Vehicle License.

All authorized non-highway vehicles operated on City streets must be inspected prior to the issuance of a City Non-Highway Vehicle License. The inspection shall be performed by the Lincoln Police Department. The vehicle inspection shall be required after the first year of registration unless the Chief of Police, in the Chief's sole discretion, determines that a subsequent inspection should not be necessary.

9-15-6: Enforcement.

(A) The City of Lincoln may prosecute violators of any act constituting a violation of this ordinance. Any person who violates any provisions of this ordinance shall be guilty of an offense and shall be punished by a fine of not less than \$250.00 and not more than \$1,000.00, unless otherwise specified elsewhere in the City Code. For the first offense a fine only shall be levied, second offense will cause a one month suspension of the license, and the third offense will subject the individual the a two year ban of the permit to operate said golf cart and/or UTV. Individuals who are multiple offenders run the risk of having their non-highway vehicle impounded at the discretion of the officer at the time of the stop.

(B) Persons having their non-highway permit revoked must submit a completed application for reinspection and reinstatement of non-highway vehicle license along with a \$250.00 reinspection and reinstatement fee if the Chief of Police opts to re-issue a permit.